

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ELIZABETH V. MEJIA, as Administrator of the Estate of
MAXIMILIANO SABAN, and ELIZABETH V. MEJIA,
Individually,

Plaintiffs,

- *against* -

O'NEILL GROUP-DUTTON, LLC and ONEKEY, LLC,

Defendants.

18 Civ. 6483 (AEK)

ORDER

O'NEILL GROUP-DUTTON, LLC and ONEKEY, LLC,

Third-Party Plaintiffs,

- *against* -

SESI CONSULTING ENGINEERS, P.C., KENNETH J.
QUAZZA, P.E., NEW GENERATIONS MASONRY,
MG COMMERCIAL CONCRETE, and BONDED
CONCRETE, INC.,

Third-Party Defendants.

THE HONORABLE ANDREW E. KRAUSE, U.S.M.J.¹

The undersigned has received a letter from Defendants/Third-Party Plaintiffs O'Neill Group-Dutton, LLC and OneKey, LLC, requesting that the document filed at ECF No. 141 (Compromise Order) be placed under seal and the docket text for ECF No. 141 be redacted, as they both contain confidential and personally identifying information. ECF No. 142. All parties consent to this request. Id. The Court hereby grants the request and respectfully directs the Clerk of Court to modify the viewing level for the Compromise Order filed at ECF No. 141 to the "Selected Parties" viewing level.

¹ This matter was reassigned to the undersigned on October 15, 2020.

The Court further directs that the docket text for ECF No. 141 be redacted to read as follows (all modifications are reflected in bold below):

COMPROMISE ORDER: it is hereby ORDERED, that ELIZABETH V. MEJIA, as Administrator of the goods, chattels and credits which were of MAXIMILIANO SABAN, deceased, be and hereby is authorized and permitted to compromise and settle the claim for wrongful death of MAXIMILIANO SABAN, deceased, against the Defendants O'NEILL GROUP-DUTTON, LLC and ONEKEY, LLC for a sum of **xxxxxxxxxx**; Third-Party Defendants SESI CONSULTING ENGINEERS, P.C. and KENNETH J. QUAZZA, P.E. for a sum of **xxxxxxxxxx**; Third-Party Defendants NEW GENERATIONS MASONRY and MG COMMERCIAL CONCRETE by PENN-AMERICA INSURANCE COMPANY for a sum of **xxxxxxxxxx**; and Third-Party Defendant BONDED CONCRETE, INC. for a sum of **xxxxxxxxxx**, and to execute and deliver any and all papers necessary to effectuate the settlement, and it is further ORDERED, that Defendants and Third-Party Defendants pay to BAMUNDO ZWAL & SCHERMERHORN, LLP as and for their disbursements the sum of **xxxxxxxxxx**, payable from the proceeds of the settlement, and it is further ORDERED, that Defendants and Third-Party Defendants pay to BAMUNDO ZWAL & SCHERMERHORN, LLP as and for their attorneys' fee the sum of **xxxxxxxxxx**, payable from the proceeds of the settlement; and it is further ORDERED, that the Workers' Compensation lien held by BERKSHIRE HATHAWAY GUARD INSURANCE COMPANIES be paid by BAMUNDO ZWAL & SCHERMERHORN, LLP out of the settlement proceeds in the sum of **xxxxxxxxxx**; and it is further ORDERED, that Defendants and Third-Party Defendants pay to ELIZABETH V. MEJIA, the sum of **xxxxxxxxxx**; and it is further ORDERED, that a total of **xxxxxxxxxx** will be used to fund the deferred benefits portion of the settlement for the benefit of ELIZABETH V. MEJIA, **G.S.**, an Infant, and **N.S.V.**, an Infant. Those deferred benefits shall be payable as follows: I. **xxxxxxxxxx** will be used for Structured Settlement Benefits payable to ELIZABETH V. MEJIA as follows: a. **xxxxxxxxxx**, payable monthly, guaranteed for 12 years, beginning on January 1, 2021, with the last guaranteed payment on December 1, 2032; b. **xxxxxxxxxx** payable at age 40 on October 2, 2032; II. **xxxxxxxxxx** will be used for Structured Settlement Benefits payable to **G.S.** as follows: a. **xxxxxxxxxx** payable annually, guaranteed for 4 years, beginning on August 18, 2028, with the last guaranteed payment on August 18, 2031; b. **xxxxxxxxxx** payable monthly beginning on August 18, 2032 for life with 30 years guaranteed; III. **xxxxxxxxxx** will be used for Structured Settlement Benefits payable to **N.S.V.** as follows: a. **xxxxxxxxxx** payable annually, guaranteed for 4 years, beginning on August 28, 2032, with the last guaranteed payment on August 28, 2035; b. **xxxxxxxxxx** payable monthly beginning on August 28, 2036 for life with 30 years guaranteed.

ORDERED, that the projected funding date of the periodic payments set forth herein is August 7, 2020. In the event the periodic payments are not funded on or before that date, the amounts and/or timing of the payments may be changed without need for further Court approval, to ensure the individual costs do not exceed those indicated, for a total cost of **xxxxxxxx**. Any changes to payment amounts and/or timing shall be reflected in the Settlement Agreement and Release and the Qualified Assignment and Release to be executed by the parties; and it is further ORDERED, that the balance of the settlement of **G.S.** in the sum of **xxxxxxxx**, shall be paid by the Defendants and Third-Party Defendants, to ELIZABETH V. MEJIA, as mother and natural guardian of **G.S.**, an Infant, jointly with an officer of Achieve Financial Credit Union located at 450 West Main Street, New Britain, CT 06052, telephone number (860) 828-2790, to be deposited in the said bank in an account, or accounts, yielding the highest rate of interest available, in the name of the natural guardian, in trust for the Infant and for the sole use and benefit of the Infant; and that the time deposit accounts and certificate of deposit accounts shall be continuously renewed at maturity at the highest rate of interest then available, but the date of maturity thereof shall not extend beyond the date upon which the Infant attains the age of eighteen (18) years; and that when no such time deposit or certificate of deposit account is available, then the accumulated funds shall be placed in the bank's insured money market account; and that no withdrawals shall be made from said account, or accounts, before the Infant reaches the age of eighteen (18) years, except upon further order of any court with jurisdiction; and it is further ORDERED, that the balance of the settlement of **N.S.V.**, the sum of **xxxxxxxx**, shall be paid by the Defendants and Third-Party Defendants, to ELIZABETH V. MEJIA, as mother and natural guardian of **N.S.V.**, an Infant, jointly with an officer of Achieve Financial Credit Union located at 450 West Main Street, New Britain, CT 06052, telephone number (860) 828-2790, to be deposited in the said bank in an account, or accounts, yielding the highest rate of interest available, in the name of the natural guardian, in trust for the Infant and for the sole use and benefit of the Infant; and that the time deposit accounts and certificate of deposit accounts shall be continuously renewed at maturity at the highest rate of interest then available, but the date of maturity thereof shall not extend beyond the date upon which the Infant attains the age of eighteen (18) years; and that when no such time deposit or certificate of deposit account is available, then the accumulated funds shall be placed in the bank's insured money market account; and that no withdrawals shall be made from said account, or accounts, before the Infant reaches the age of eighteen (18) years, except upon further order of any court with jurisdiction; and it is further ORDERED that all claims currently pending against the Defendants and Third Party Defendants are hereby dismissed with prejudice and without costs; and it is further ORDERED, that ELIZABETH V. MEJIA as Administrator of the Estate of

MAXIMILIANO SABAN, be and hereby is authorized to deliver releases and any and all papers necessary to effectuate such settlement and collect such monies herein, and attorneys are hereby authorized to deliver Stipulations of Dismissal of the above-entitled action to the said Defendants and Third-Party Defendants; and it is further ORDERED, that the filing of a bond is dispensed with. SO ORDERED.

Dated: October 30, 2020
White Plains, New York

SO ORDERED.

A handwritten signature in cursive script, reading "Andrew Krause", written in black ink.

ANDREW E. KRAUSE
United States Magistrate Judge